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PROJECT NAME: S.C. Dept. of Administration - Div. of Facilities Mgmt. & Property Services

PROJECT NUMBER: D50-N060-CB, CP-5510

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TECHNICAL SPECIFICATIONS

Scope of work dated - 2-25-2021

Asbestos report

Floor Plan

SE-311

INVITATION FOR MINOR CONSTRUCTION QUOTES

AGENCY/OWNER: SC Dept. of Administration - Division of Facilities Management & Property ServicesPROJECT NAME: Brown Building- 2nd Floor PRT-Director's Suite RenovationPROJECT NUMBER: D50-N060-CB CONSTRUCTION COST RANGE: \$ 30,000 to \$ 40,000PROJECT LOCATION: Brown Building - 2nd floor - Directors suite 248DESCRIPTION OF PROJECT: Paint walls, remove wallpaper, new flooring and baseQUOTE DUE DATE: 4/6/2021TIME: 2:00 PMAGENCY PROJECT COORDINATOR: Robert Simkins, RAEMAIL: robert.simkins@admin.sc.govTELEPHONE: 803-413-0642DOCUMENTS MAY BE OBTAINED FROM: Quotes@admin.sc.govDOCUMENT DEPOSIT AMOUNT: \$ N/A IS DEPOSIT REFUNDABLE Yes ☐ No ☐ N/A ☒

PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS: The successful Contactor will be required to provide Performance and Labor and Material Payment Bonds, each in the amount of 100% of the Contract Price.

Contractors must obtain Documents/Plans from the above listed source(s) to be listed as an official plan holder. All written communications with official plan holders & Contractors submitting quotes will be via email or website posting.

PUBLIC NOTICES: All notices (Notice of Award) shall be posted at the following location: Hallway 2nd floor bulletin board 915 Main Street, Forsythe Building, Columbia SC**RIGHT TO PROTEST (SC Code § 11-35-4210)**Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with this solicitation or the intended award or award of a contract under this solicitation may protest to the State Engineer in accordance with Section 11-35-4210 at: CPO, Office of State Engineer, 1201 Main Street, Suite 600, Columbia, SC 29201. EMAIL: protest-ose@mmo.sc.gov*All questions & correspondence concerning this Invitation shall be addressed to the A/E.*A/E NAME: Quotes@admin.sc.govA/E CONTACT: quotes@admin.sc.govEMAIL: quotes@admin.sc.govTELEPHONE: 803-413-0642PRE-QUOTE CONFERENCE: Yes ☒ No ☐ DATE: 3/25/2021 TIME: 10:00 PMPRE-QUOTE CONFERENCE LOCATION: Brown Building- 2nd floor lobby- Directors suite room 248**QUOTE DELIVERY ADDRESSES:****HAND-DELIVERY:**Attn: No hand deliveries accepted for this project**MAIL SERVICE:**Attn: Quotes1200 Senate Street, Suite 409, Wade Hampton BuildingColumbia, SC 29201-3965

APPROVED BY: _____

(OSE Project Manager)

DATE: _____

SE-331

QUOTE FORM

QUOTE SUBMITTED BY: _____
(Offeror's Name)

QUOTE SUBMITTED TO: SC Dept. of Admin. - Division of Facilities Management & Prop. Services
(Owner's Name)

FOR: PROJECT NAME: Brown Building- 2nd Floor PRT-Director's Suite Renovation
PROJECT NUMBER: D50-N060-CB

OFFER

- In response to the Invitation for Minor Construction Quotes for the above-named Project, the undersigned **OFFEROR** proposes and agrees, if this Quote is accepted, to enter into a Contract with the Owner in the form included in the Solicitation Documents, and to perform all Work as specified or indicated in the Solicitation Documents, for the prices and within the time frames indicated in the Solicitation and in accordance with the other terms and conditions stated.
- OFFEROR** acknowledges the receipt of the following Addenda to the Solicitation documents and has incorporated the effects of said Addenda into its Quote (Check only boxes that apply.):
 ADDENDA: ☐ #1 ☐ #2 ☐ #3 ☐ #4 ☐ #5
- OFFEROR** agrees that this Quote, including all alternates, if any, may not be revoked or withdrawn after the opening of quotes, and shall remain open for acceptance for a period of 60 Days following the Quote Date, or for such longer period of time that **OFFEROR** may agree to in writing upon request of the Owner.
- OFFEROR** agrees that the Date of Commencement of the Work shall be established in a Notice to Proceed to be issued by the Owner. Offeror agrees to substantially complete the Work within 75 Calendar Days from the Date of Commencement, subject to adjustments as provided in the Contract Documents.
- OFFEROR** agrees that from the compensation to be paid, the Owner shall retain as Liquidated Damages the amount of \$ 100 for each calendar day the actual construction time required to achieve Substantial Completion exceeds the specified or adjusted Contract Time for Substantial Completion, as provided in the Contract Documents.
- OFFEROR** herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fee, permits, licenses and applicable taxes necessary to complete the following items of construction work:

6.1 BASE QUOTE \$ _____
(enter BASE QUOTE in figures only)

6.1.1 ALTERNATE NO. 1 \$ _____ to be ADDED / DEDUCTED from BASE QUOTE.
(circle one)

6.1.2 ALTERNATE NO. 2 \$ _____ to be ADDED / DEDUCTED from BASE QUOTE.
(circle one)

SC Contractor's License Number: _____

Classification(s) & Limits: _____

Address: _____

Telephone: _____

E-mail: _____

This Quote is hereby submitted on behalf of the Offeror named above.

BY: _____
(Signature of Offeror's Representative)

(Print or Type Name of Offeror's Representative)

TITLE: _____

SE-377

MINOR CONSTRUCTION CONTRACT**AGENCY:** SC DEPT OF ADMIN -FACILITIES MANAGEMENT AND PROPERTY SERVICE**PROJECT NAME:** BROWN BLDG - 2nd floor PRT-Director's Suite Renovation**PROJECT NUMBER:** D50-N060-CBTHIS AGREEMENT is made this the ____ day of ____ in the year Two Thousand 21 by and between**NAME:** SC DEPT OF ADMIN - FACILITIES MANAGEMENT AND PROPERTY SERVICE**ADDRESS:** 921 Main Street, Columbia, SC 29201

hereinafter called the "Agency", and

NAME: _____**ADDRESS:** _____

hereinafter called the "Contractor."

WHEREAS, the Agency solicited for construction services, for the work description below:

WORK DESCRIPTION: Paint walls and replace flooring in 2nd floor PRT- Director's Suite

WHEREAS, Contractor submitted the lowest responsive and responsible bid to provide the services described above.

NOWTHEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Agency and Contractor (hereinafter jointly referred to as the "parties") agree as follows:

1. CONTRACT TERMS AND EXTENSIONS:

- 1.1 The effective date of this agreement shall be the date at the top of this page. The Date of Commencement of the Work shall be ____, 2021. The Contract Time is established as 75 calendar days and shall be measured from the Date of Commencement.
- 1.2 The Contractor agrees that the Agency shall be entitled to withhold or recover from the Contractor Liquidated Damages in the amount of 100 for each Calendar Day the Contractor fails to achieve Substantial Completion of the Work within the Contract Time specified or adjusted as provided in the Contract Documents.
- 1.3 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ____, subject to additions and deductions as provided in the Contract documents.
- 1.4 The Construction project is subject to the expenditure limits set forth in SC Code § 11-35-1550 and further explained in the Manual for Planning and Execution of State Permanent Improvements, (the "Manual"). The cost for the original scope of the Contract combined with any modification to the Contract purporting to exceed the limit of \$100,000 is null and void.

2. CONTRACT DOCUMENTS:

- 2.1 Documents forming a part of the contract are:
 - a. This Minor Construction Contract (SE-377);
 - b. Agency purchase requisition form dated ____; and any modifications issued by the Agency pursuant to this Contract,
 - c. The following other documents:
 Project Drawings & Specifications dated 2-25-2021
building floor plan
asbestos report
- 2.2 The Contract is the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, whether written or oral.

- 2.3 The Contract can only be modified by written agreement signed by both the Agency and the Contractor. The Contract Documents do not create a contractual relationship between the Contractor and any separate Contractor having a contract with the Agency; between the Agency and any subcontractor to the Contractor of any tier; or between any persons or entities other than the Agency and the Contractor.
- 2.4 The "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- 2.5 The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 2.6 The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

3. AGENCY

- 3.1 The term "Agency" means the Agency or the Agency's Representative. Agency designates the individual listed below as its Representative, which individual has the authority and responsibility to bind the Agency with respect to all matters regarding the Contract and requiring the Agency's approval or authorization:

NAME: Schell Carson, RA

TITLE: Director - FM, Div. of Fac. Management and property services

ADDRESS: 921 Main Street, Columbia, SC 29201

TELEPHONE: 803-737-4403

EMAIL: schell.carson@admin.sc.gov

- 3.2 The Agency shall furnish, with reasonable promptness, information requested by the Contractor that is necessary for the performance of the Contract Services and under the Agency's control. Any information or documentation provided by the Agency to the Contractor relating to the Project or Site is provided only for the convenience of the Contractor. The Agency makes no representation or warranty to as to the sufficiency, completeness, or accuracy of such information.
- 3.3 Utility Access and Use:
☒ If this box is checked, the Agency shall allow the Contractor to use reasonable quantities of water and electricity for construction purposes without charge, as long as these utilities are available and in close proximity to the Work area. Contractor shall be conscientious in controlling excessive or frivolous use of the utilities or the Agency may charge the Contractor for wasteful usage.
- 3.4 Sanitary Facilities:
☒ The Contractor may use those sanitary facilities designated by the Agency as available for use.
☐ The Contractor may not use the Agency's sanitary facilities. The Contractor shall provide sanitary facilities at the job site and maintain same in a clean and sanitary condition for the use of its employees and employees of its subcontractors for the duration of construction. The sanitary facilities shall conform to the requirements of the South Carolina Department of Health and Environmental Control.
- 3.5 Permits, Assessments, and Easements: The Agency shall secure and pay for all building permits, zoning permits, assessments, and easements except as required by the terms of the Contract.
- 3.6 Agency's Architect-Engineer (A/E): The Agency may retain an independent A/E to prepare design documents for the work. In such event, the A/E will be a representative of the Agency during the performance of such work through final completion of such work. In the absence of an independent A/E, the Agency will assign one of its employees to act as A/E for the work. The Contractor shall cooperate with the A/E in the performance of its duties.
- 3.7 Construction by Agency: The Agency may do work with its own forces or award separate contracts for work on the same project. The Contractor shall allow access to the site by the Agency's work force or separate Contractor(s) and shall cooperate in coordinating the progress of the work with the Agency. The Agency shall have the responsibility to coordinate the activities of the various Contractors working at the project location.

4. CONTRACTOR

- 4.1 The term "Contractor" means the Contractor or the Contractor's Representative. Contractor designates the individual listed below as its Contractor's Representative, which individual has the authority and responsibility to bind the Contractor with respect to all matters regarding the Contract and requiring the Contractor's approval or authorization:

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

- 4.2 **Supervision and Performance of the Work:** The Contractor shall supervise, perform, and direct the Work, using the professional skill, care, and attention reasonably required for similar projects. The Contractor shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures and for coordinating the Work, unless the Contract Documents give other specific instructions concerning these matters. The Contractor agrees to faithfully and fully perform the terms of this Contract and shall complete the Work in accordance with the Contract Documents and deliver the Work to the Agency free and clear of all liens and claims. The Contractor shall, at all times during the progress of the Work, employ enough skilled workers and have on hand and maintain an adequate supply of materials and equipment to complete the Work in accordance with the agreed to construction schedules.
- 4.3 **Employee Discipline:** The Contractor shall enforce discipline and good order among the Contractor's and subcontractors' employees, and other persons carrying out the Work. Contractor shall be responsible to the Agency for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- 4.4 **Safety:** The Contractor shall comply with all federal and state work site safety requirements and shall be responsible for initiating, maintaining, and supervising reasonable safety precautions and programs in connection with the performance of the Contract Services. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable and appropriate protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at the site of the Work or adjacent thereto.
- 4.5 **Waste Materials and Rubbish:** The Contractor shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by the Work. Upon Final Acceptance of the Work, the Contractor shall, to the Agency's satisfaction, remove from and about the site, all waste materials, rubbish, surplus material, and Contractor's tools, equipment, machinery.
- 4.6 **Recycling:** The Contractor shall give preference to the use of products containing recycled content in the performance of the Work. The Contractor shall cooperate with any recycling program established for the site of the work or available through the state or a political subdivision of the state.
- 4.7 **Access to the Work:** The Contractor shall provide the Agency with unrestricted access to the Work in preparation and progress wherever located.
- 4.8 **Use of Site:** The Contractor shall confine its operations to the portions of the site identified in the Drawings or otherwise approved by the Agency and shall not unreasonably encumber the portions of the site used for the Work with materials, equipment, or similar items. The Contractor and all subcontractors shall use only such entrances to the Site as are designated by the Agency. During occupied hours, Contractor shall limit construction operations to methods and procedures that do not adversely affect the environment of occupied spaces within the site, including but not limited to creating noise, odors, air pollution, ambient discomfort, or poor lighting.
- 4.9 **Correction of the Work:**
- 4.9.1 The Agency shall have the right and authority to reject Work that does not conform to the Contract Documents. The Contractor shall promptly correct Work rejected by the Agency for failing to conform to the requirements of the Contract Documents, whether or not fabricated, installed or completed. The provisions of this Section apply to Work done by subcontractors as well as to Work done by direct employees of the Contractor.
- 4.9.2 If the Contractor fails to correct the Work, or any portion thereof, that is not in accordance with the requirements of the Contract Documents or fails to carry out Work or provide information in accordance with the Contract Documents, the Agency may make written demand upon the Contractor to cure its defaults within seven days. Within seven days after receipt of the Agency's demand, the Contractor shall cure its defaults unless the default is such that it is not capable of cure within seven days. If the default is such that it is not capable of cure within seven days, the Contractor shall reach an agreement with the Agency on a plan to cure its defaults within five days after receipt of the Agency's demand. The Contractor shall commence and diligently and continuously pursue the cure of such defaults in accordance with the agreed plan. If the Contractor fails to cure its defaults as heretofore provided, the Agency may order the Contractor, in writing, to stop the Work, or any portion thereof, until the Contractor has eliminated the cause for such order or has provided the Agency with a plan for corrective action acceptable to the Agency. The right of the Agency to stop the Work shall not give rise to a duty on the part of the Agency to exercise this right for the benefit of the Contractor or any other person or entity.
- 4.9.3 **Correction after Substantial Completion:** If, within one year after the date of Substantial Completion of the Work, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Agency to do so. The Contractor's obligation set forth in this Section 4.9.3 is in addition to the Contractor's obligations under Section 4.11.

- 4.9.4 Nothing contained in this Section 4.9 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of such time period as described in this Section 4.9 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- 4.10 **Manufacturers' Warranties:** At Final Completion of the Work, the Contractor shall furnish the Agency two original complete sets of all manufacturers' warranties, guarantees, parts lists, and literature applicable to equipment, systems, fittings, and furnishings included in the Work (collectively referred to as "*Manufacturers' Warranties*"), completed in favor of the Agency. These Manufacturers' Warranties are in addition to and not in lieu of the Contractor's warranty set forth in Section 4.11, and the Agency is entitled to look to the Contractor for remedy in all cases where the Contractor's warranty applies regardless of whether a Manufacturer's Warranty also applies. The Agency shall acknowledge receipt of the sets of Manufacturers' Warranties on the set itself, and the Contractor shall cause six (6) copies of an acknowledged set to be made and furnished to the Agency. All Manufacturers' Warranties will be for applicable periods and contain terms not less favorable to the Agency than those terms that are standard for the applicable industries and will either be issued in the first instance in the name of and for benefit of the Agency or be in a freely assignable form and be assigned to the Agency without limitations.
- 4.11 **Contractor Warranty:** The Contractor warrants to the Agency that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from faults and defects not inherent in the quality required or permitted, that the materials, equipment and Work will conform with the requirements of the Contract Documents, and that the Work will be free from any encumbrances, liens, security interests, or other defects in title upon conveyance of title to the Agency. The Contractor's warranty excludes remedy for damage or defect to the extent caused by (i) abuse by anyone other than the Contractor or those for whose acts the Contractor is responsible, (ii) modifications not approved or executed by the Contractor or subcontractors, (iii) improper or insufficient maintenance or operation not the fault of the Contractor or those for whose acts the Contractor is responsible, or (iv) normal wear and tear under normal usage. If required by the Agency, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment and the recommended maintenance thereto to meet the requirements of this Section.
- 4.12 After completion of the Work but no later than the date of Substantial Completion, the Contractor shall submit operation and maintenance manuals, recommended spare parts lists, and copies of all warranties to the Agency. As-Built drawings shall be submitted no later than the Final Completion Date.
- 4.13 **Compliance with Law:**
- 4.13.1 The Contractor shall comply with and give all notices required by federal, state, county, and municipal laws, ordinances, regulations, and orders bearing on the performance by the Contractor of the duties or responsibilities under this Contract.
- 4.13.2 The Contractor shall promptly remedy any violation of any such law, ordinance, rule, regulation, or order that comes to its attention to the extent that the same results from its performance of the Work. The Contractor shall promptly, and in no event later than the close of the next business day following receipt, give notice to the Agency by telephone, with confirmation in writing, of receipt by the Contractor of any information relating to violations of laws, ordinances, rules, regulations, and orders.
- 4.14 **Subcontractors:**
- 4.14.1 The Contractor shall furnish in writing to the Agency for its approval the names of the subcontractors to whom the Contractor plans to award any portion of the Contract Services.
- 4.14.2 Contracts between the Contractor and subcontractors shall require each subcontractor, to the extent of the Contract Services to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Agency.
- 4.14.3 The Contractor shall be responsible to the Agency for acts and omissions of the subcontractors, their agents and employees, and any other persons performing portions of the Contract Services, to the same extent as the acts or omissions of the Contractor hereunder.
- 4.15 **Publicity:** Contractor shall not publish any comments or quotes by State employees or include the State in either news releases or a published list of agencies, without the prior written approval of the Agency.

4.16 Indemnification

- 4.16.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Agency and the Agency's agents and employees from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, but only to the extent caused by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- 4.16.2 In claims against any person or entity indemnified under Section 4.16.1 by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 4.16 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

4.17 Insurance

4.17.1 Commercial General Liability, Business Automobile Liability, and Worker's Compensation: The Contractor shall purchase from and maintain, in a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Contractor from claims set forth below, which may arise out of or result from Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- b. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- d. claims for damages insured by usual personal injury liability coverage;
- e. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- f. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- g. claims for bodily injury or property damage arising out of completed operations; and
- h. claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.17, Indemnification.

4.17.1.1 The insurance required by Section 4.17.1 shall be written for not less than the limits of liability specified below or required by law, whichever is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work set forth in Section 4.9 or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

a. **COMMERCIAL GENERAL LIABILITY:**

- | | |
|---|-------------|
| (1) General Aggregate (per project)..... | \$1,000,000 |
| (2) Products/Completed Operations..... | \$1,000,000 |
| (3) Personal and Advertising Injury..... | \$1,000,000 |
| (4) Each Occurrence..... | \$1,000,000 |
| (5) Fire Damage (Any one fire) | \$50,000 |
| (6) Medical Expense (Any one person)..... | \$5,000 |

b. **BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):**

- | | |
|--|----------------|
| (1) Combined Single Limit | \$1,000,000 OR |
| (2) Bodily Injury & Property Damage (each) | \$750,000 |

c. WORKER'S COMPENSATION:

(1) State Statutory

(2) Employers Liability \$100,000 per Acc.

\$500,000 Disease, Policy Limit

\$100,000 Disease, Each Employee

In lieu of separate insurance policies for Commercial General Liability, Business Auto Liability, and Employers Liability, the Contractor may provide an umbrella policy meeting or exceeding all coverage requirements set forth in this Section 4.17.1. The umbrella policy limits shall not be less than \$5,000,000.

4.17.1.2 Prior to commencement of the Work, and thereafter upon replacement of each required policy of insurance, Contractor shall provide to the Agency a written endorsement to the Contractor's general liability insurance policy that:

- a. names the Agency as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations;
- b. provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless all additional insured have been given at least ten (10) days prior written notice of cancellation for non-payment of premiums and thirty (30) days prior written notice of cancellation for any other reason; and
- c. provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Agency as secondary and noncontributory.

4.17.1.3 Before commencement of the Work, and thereafter upon renewal or replacement of each required policy of insurance, Contractor shall provide to the Agency a signed, original certificate of liability insurance (ACORD 25). Consistent with this Section 4.17.1, the certificate shall identify the types of insurance, state the limits of liability for each type of coverage, name the Agency as Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. Both the certificates and the endorsements must be received directly from either the Contractor's insurance agent or the insurance company. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, naming the Agency as an additional insured for claims made under the Contractor's completed operations, and otherwise meeting the above requirements, shall be submitted with the Contractor's final request for payment for the Work and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 4.17.1. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

4.17.1.4 A failure by the Agency either (i) to demand a certificate of insurance or written endorsement required by Section 4.17.1, or (ii) to reject a certificate or endorsement on the grounds that it fails to comply with Section 4.17.1, shall not be considered a waiver of Contractor's obligations to obtain the required insurance.

4.17.2 Property Insurance:

4.17.2.1 Builder's Risk Insurance: Unless otherwise specified, the Contractor shall purchase property insurance written on a builder's risk "all risk" or equivalent policy form on a replacement cost basis. Contractor shall maintain such property insurance until the Agency has made final payment for the Work or until no person or entity other than the Agency has an insurable interest in the property required by this Section 4.17.2 to be covered, whichever is later. This insurance shall include and be in an amount sufficient to cover at all times during the performance of the Work, the interests of the Contractor, Subcontractors and Sub-subcontractors in the Project. The property insurance shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

4.17.2.2 Equipment Breakdown Insurance: In the event the Contractor installs and runs and/or operates (whether for testing or other purposes) heating, air conditioning, and electrical machinery and equipment, the Contractor shall purchase and maintain equipment breakdown (boiler and machinery) insurance, which shall specifically cover such objects during installation and until final acceptance by the Agency. This insurance shall include interests of the Agency, Contractor, and subcontractors at any tier in the Work, and the Agency and Contractor shall both be named insured.

- 4.17.2.3 Before an exposure to loss may occur, the Contractor shall file with the Agency a copy of each policy that includes insurance coverage required by this Section 4.17.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.
- 4.17.2.4 Waiver of Subrogation: The Agency and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent the property insurance provided by the Contractor pursuant to this Section 4.17.2 covers and pays for the damage, except such rights as they have to proceeds of such insurance held by the Contractor. The Agency or Contractor, as appropriate, shall require of the subcontractors, sub-subcontractors, agents and employees, each of the other, by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- 4.18 Performance and Payment Bonds: Prior to beginning work, the Contractor shall deliver to the Agency a Performance Bond and a Labor & Material Payment Bond. Each bond shall be in the amount of 100% of the Contract Sum. The Contractor's Performance Bond shall be in the form of the SE-355, Performance Bond, and the Labor & Material Payment Bond shall be in the form of the SE-357, Labor & Material Payment Bond. The surety company providing the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property - Casualty." Contractor's failure to provide bonds as herein required shall be an event of default justifying the Agency, in its sole discretion, in terminating this Contract for cause.
- 4.19 Shop Drawings and Samples:
- 4.19.1 Contractor shall prepare or cause to be prepared shop drawings for fabricated items. Shop drawings shall consist of drawings, diagrams, illustrations, schedules, brochures, and other data which are prepared by the Contractor, sub-Contractor, manufacturer, supplier, or distributor and depict that portion of the work. Shop drawings shall be submitted, reviewed, and approved by the Contractor prior to submitting to the Agency and A/E. Shop drawings approved by the Contractor shall bear a stamp denoting that they have been review and are "approved" or "approved as noted" or similar designation. Contractor shall submit the number of sets as specified in the plans or specifications or in the absence of a specification submit enough copies for the Agency to retain two copies plus the number desired to be returned to the Contractor. The Agency and A/E will review the shop drawings with reasonable promptness but only for conformity with the design.
- 4.19.2 Contractor shall submit samples as required by the Drawings and Specifications. Samples are physical examples furnished by the Contractor of sufficient size and quantity to provide a good representation of the material proposed to be installed. Samples submitted will not be returned unless requested by Contractor and agreed to by the A/E. The Contractor shall pay shipping costs. The final installed product shall match the approved sample.
- 4.20 Inspection and Testing of Materials:
- 4.20.1 The Contractor shall leave uncovered all areas of work that will be covered that are called out in the construction documents to be left uncovered, or the Agency or A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the Agency and A/E of the time requested for an inspection of areas to be covered.
- 4.20.2 If the Contractor covers areas that were to be left uncovered, the Contractor shall cause the area to be uncovered for inspection. After being inspected, the Contractor shall repair the area with craftsmen skilled in the appropriate trades needed for the repair at no additional cost to the Agency.
- 4.21 Substitutions:
- 4.21.1 The Contractor shall submit proposed substitutions to the Agency for the Agency's approval prior to execution of the Work.
- 4.21.2 Reference in the Contract Documents to a designated material, product, thing, or service by specific brand or trade name followed by the words "or equal" and "or approved equal" shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use the products of other another manufacturer provided it is an 'approved equal' that meets or exceeds the specification for the specified product. The Contractor must submit adequate information about the product to show that the submitted product meets the level of quality as the product specified.
- 4.21.3 The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without prior written approval of the Agency.
- 4.22 Receiving and Storing Materials and Equipment: The Contractor shall have an authorized person or persons to receive all items delivered to the site of the Work and shall properly unload, check for completeness of shipment, and in-transit damage. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Contract documents or manufacturer's printed instructions for each product.

- 4.23 **Schedule and Reports:** Promptly after the award of the Contract, the Contractor shall present a construction schedule in a form satisfactory to the Agency. The schedule shall not exceed the time limits current under the Contract Documents. The Contractor shall update the schedule at appropriate intervals as required by the conditions of the Work, showing the actual progress of the Work and adjustment in completion dates. If the Work falls behind schedule, the Contractor shall present a plan for completion of the Work by the scheduled date for completion.
- 4.24 **Time for Completion:**
- 4.24.1 If the Contractor is delayed at any time in the commencement or progress of the Work, the Contractor shall make a request for extension of time within seven days of the event giving rise to the request. The Contractor shall adequately document delays of the work that are due to circumstances beyond the control of the Contractor and shall submit the documentation to the Agency with a request for an extension. In the event of ongoing delay, the Contractor shall notify the Agency in its request for an extension of time that the cause of delay is ongoing. In such case, the Contractor shall supplement its request when the cause of delay ends or the project is completed, whichever is sooner.
- 4.24.2 The Agency will review each request for time extension and equitably adjust the time for completion where (1) the event of delay actually impacted the critical path of the project and was beyond the control of the Contractor, and (2) completion of the Work was actually delayed.

5. CONTRACT ADMINISTRATION

5.1 Changes in the Work:

- 5.1.1 Any changes in the work must be approved by the Agency and executed by a modification to the Agency purchase requisition form. The modification must be signed by the Contractor and Agency.
- 5.1.2 At the Owner's request, the Contractor shall prepare a proposal to perform the work of a proposed modification setting forth the amount of the proposed adjustment, if any, in the Contract Sum; and the extent of the proposed adjustment, if any, in the Contract Time. The Owner's request shall include any revisions to the Drawings or Specifications necessary to define the changes in the Work. Within fifteen days of receiving the request, the Contractor shall submit the proposal to the Owner and Architect along with all substantiating documentation.
- 5.1.3 In the absence of a total agreement concerning the item(s) for a contract modification, a Construction Change Directive shall be used.
- 5.1.4 **Agreed Overhead and Profit Rates:**
For any adjustment to the Contract Sum for which overhead and profit may be recovered, the Contractor agrees to charge and accept, as full payment for overhead and profit, the following percentages of costs attributable to the change in the Work. The percentages cited below shall be considered to include all indirect costs including, but not limited to: field and office managers, supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. The allowable percentages for overhead and profit are as follows:
- To the Contractor for work performed by the Contractor's own forces, 17% of the Contractor's actual costs.
 - To each Subcontractor for work performed by the Subcontractor's own forces, 17% of the subcontractor's actual costs.
 - To the Contractor for work performed by a subcontractor, 10% of the subcontractor's actual costs (not including the subcontractor's overhead and profit).

5.2 Payments:

- 5.2.1 Contractor may submit monthly applications for payment for the Work scheduled to last two months or more in duration. Contractor shall submit only one application for payment for the Work scheduled to last less than two months in duration.
- 5.2.2 If the Contractor intends to submit more than one application for payment, the Contractor shall submit to the A/E, within ten days of Contract award, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the A/E may require. This schedule, unless objected to by the A/E, shall be used as a basis for reviewing the Contractor's Applications for Payment. Contractor shall base its monthly applications for payment on work completed up to the date of the application using the approved schedule of values. The sum of all payments to the Contractor shall not exceed the agreed upon cost of the work set forth in the Minor Construction Contract as adjusted by subsequent modifications to the Contract, if any.
- 5.2.3 Contractor's applications for payment may include materials suitably stored on site for use in the Work provided the Contractor submits:
- Proof of purchase & delivery;
 - Documentation showing the location of the material;
 - Certificate of insurance for the material with adequate coverage showing the Agency as the certificate holder.

- 5.2.4 The Agency will make payments to the Contractor for completed work based on the actual units or quantity of work completed. The Agency will make payments on the undisputed amounts of an application for payment within 21 days of receipt of the application.
- 5.2.5 Subcontractor Payments (Chapter 6 of Title 29 of the South Carolina Code of Laws, as amended): The Contractor shall pay each subcontractor no later than seven (7) days after receipt of payment from the Agency the amount to which the subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. By appropriate agreement with its subcontractors, the Contractor shall require each subcontractor to make payments to Sub-subcontractors in a similar manner.
- 5.2.6 If the Agency does not pay the Contractor within seven (7) days after the time established in Section 5.3.2 the undisputed amount of a payment request, then upon seven (7) additional days written notice to the Agency, the Contractor may stop the Work until the Contractor has received payment of the undisputed amount owing. The Contract Time and the Contract Sum shall be equitably adjusted by the amount of the Contractor's reasonable costs of shut down, delay and start-up, plus interest as provided for in the Contract Documents.
- 5.2.7 Retainage: The Agency, at its option, may withhold retainage as provided in SC Code § 11-35-3030(4).
- 5.2.8 Final Payment: Upon final payment by the Agency to the Contractor for the Work, all rights, title, and interest in and to all improvements and equipment constructed or installed on the premises shall vest in the Agency at no additional cost, free and clear of all any liens and encumbrances created or caused by the Contractor.
- 5.2.9 Withholding of Payments: Payments may be withheld to the extent of, and on account of:
- defective Work not remedied, or Work not performed in accordance with the Contract Documents;
 - claims filed by third parties;
 - failure of the Contractor to make payments promptly to the subcontractors for labor, materials, or equipment;
 - persistent failure to carry perform the Work in accordance with the Contract Documents;
 - failure by the Contractor to perform its obligations under the Contract Documents; or
 - a default by the Contractor under the Contract Documents.

The Agency shall promptly notify the Contractor of any reason for withholding payment.

- 5.3 Completion and Closeout: Upon Final Completion of all Work, the Contractor shall notify the Agency of its completion. The Agency shall schedule a Final Inspection and allow the Contractor to demonstrate that all equipment and systems operate as designed. The Agency may elect to have other persons, firms or agencies participate in the inspections. Projects exceeding the Agency's construction procurement certification level shall require an inspection by the Office of State Engineer (OSE) and the State Engineer's issuance of a Certificate of Occupancy. (The Contractor may find Agency construction certification limits on Procurement Services website at <https://procurement.sc.gov/agency/audits/cert-limits>) Final payment will not be due nor retained funds released until:
- the Agency agrees that the project is complete;
 - OSE or the Agency, whichever has authority, issues a Certificate of Occupancy (SE-585); and
 - the Agency receives from the Contractor the following:
 - Affidavit of payment of debts and claims;
 - Consent of Surety, if any, to final payment.

6. DISPUTE RESOLUTION

- 6.1 Both parties shall attempt to resolve disputes through good faith negotiations.
- 6.2 All disputes, claims, or controversies relating to the Contract, that cannot be resolved through good faith negotiations between the parties shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the State regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used herein, "the State" includes the Agency and the State Fiscal Accountability Authority.
- 6.3 Interest: Payments due to the Contractor and unpaid under the Contract Documents shall bear interest only if and to the extent allowed by Title 29, Chapter 6, Article 1 of the South Carolina Code of Laws. Amounts due to the Agency shall bear interest at the rate of one percent a month or a pro rata fraction thereof on the unpaid balance as may be due.

- 6.4 Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any claims or controversies relating to the Contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided for the Contractor's Representative or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.
- 6.5 Continuation of Work: Pending final resolution of any dispute under this Contract, the Contractor will proceed diligently with the performance of its duties and obligations under the Contract Documents, and the Agency will continue to make payments of undisputed amounts in accordance with the Contract Documents.

7. LIMITATION OF LIABILITY

- 7.1 Notwithstanding any other provision of the Contract Documents, but subject to a duty of good faith and fair dealing, the Contractor and Agency waive Claims against each other for listed damages arising out of or relating to this Contract. This mutual waiver includes
 - 7.1.1 For the Agency, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) costs suffered by a third party unable to commence work, (vi) reasonable attorney's fees, (vii) any interest, except to the extent allowed by Section 6.3 (Interest), (viii) lost revenue and profit for lost use of the property, (ix) costs resulting from lost productivity or efficiency, and (x) damages incurred by the Agency for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - 7.1.2 For the Contractor, listed damages are (i) lost revenue and profit, (ii) losses resulting from injury to business or reputation, (iii) additional or escalated overhead and administration expenses, (iv) additional financing costs, (v) reasonable attorney's fees, (vi) any interest, except to the extent allowed by Section 6.3 (Interest); (vii) unamortized equipment costs; and (viii) losses incurred by subcontractors for the types of damages the Contractor has waived as against the Agency.
- 7.2 This mutual waiver is applicable, without limitation, to all listed damages due to either party's termination in accordance with Section 10. Nothing contained in this Section 7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. This mutual waiver is not applicable to amounts due or obligations under Section 4.16 (Indemnification).

8. HAZARDOUS MATERIALS

- 8.1 Contractor's Responsibilities with Respect to Hazardous Materials: The scope of Work the Contractor is to perform pursuant to this Contract excludes any work or service of any nature associated or connected with the discovery, identification, abatement, cleanup, control, or removal of any currently existing Hazardous Materials or Mold on, in, or nearby the site of the Work. When requesting cost proposals, the Agency will identify known Hazardous Materials or Mold on, in, or nearby the site of the Work. The Agency agrees that all duties and obligations in connection with any Hazardous Materials or Mold currently located in, on or nearby the Site or brought into the Site by a party other than the Contractor or its subcontractors, other than those defined in the Contract affected by the Hazardous Material or Mold, are not the Contractor's responsibility. Should the Contractor become aware, discover or based on reasonable evidence suspect the presence of Hazardous Materials or Mold beyond those addressed in the contract documents affected by the Hazardous Material or Mold, the Contractor will immediately cease work in the affected area, and will promptly notify the Agency of the conditions discovered. Should the Contractor stop work because of such discovery or suspicion of Hazardous Materials or Mold, then the Contract Time will, should the Agency elect to choose to continue the Work after remedy thereof, be reasonably extended by Change Order to cover the period required for abatement, cleanup, or removal of the Hazardous Materials or Mold. The Contractor will not be held responsible for any claims, damages, costs, or expenses of any kind associated with such period during which work has been stopped as a result of Hazardous Materials or Mold.
- 8.2 Hazardous Materials Introduced to the Site by Contractor: If the Contractor, its subcontractors, and any party for whom they may be liable, introduces any Hazardous Materials to the Site then the Contractor, at its sole cost and expense, shall be responsible for any response, removal, cleanup, and/or other remedial action required by applicable law. If any Mold occurs within the Site as the result of the negligent implementation of the Project or the improper functioning of the Conservation Measures, then the Contractor, at its sole cost and expense, shall be responsible for any response, removal, cleanup, or other remedial action required by applicable law. Except as to the Contractor's initial response to an emergency, any such remedial action(s) shall require the prior review and approval of the Agency.

9. MISCELLANEOUS PROVISIONS

- 9.1 **Governing Law:** This Contract shall be governed by the laws of South Carolina, except its choice of law rules.
- 9.2 **Severability:** If any provision of this Contract shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.
- 9.3 **No Waiver:** No course of dealing or failure of the Agency and/or the Contractor to enforce strictly any term, right or condition of this Contract shall be construed as a waiver of such term, right or condition. No express waiver of any term, right, or condition of this Contract shall operate as a waiver of any other term, right, or condition.
- 9.4 **Rights Cumulative:** Except as otherwise provided in this Contract, (i) rights and remedies available to the Agency and/or the Contractor as set forth in this Contract shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to the Parties at law and/or in equity, and (ii) any specific right or remedy conferred upon or reserved to the Agency and/or the Contractor in any provision of this Contract shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.
- 9.5 **Notices:** Any notices required to be given under this Contract shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be sent to the representatives identified in the Part G of the Agreement at the addresses provided therein. The foregoing addresses may be changed from time to time by notice to the other Party in the manner herein provided for.
- 9.6 **Economic Conflict of Interest:** A Contractor shall not have or exercise any official responsibility regarding a public contract in which the Contractor, or a business with which he is associated, has an economic interest. A person working for Contractor shall not have or exercise any official responsibility regarding a public contract in which the person, an individual with whom he is associated, or his family members have an economic interest. If Contractor is asked by any person to violate, or does violate, either of these restrictions, Contractor shall immediately communicate such information to the Agency Representative. The State may rescind, and recover any amount expended as a result of, any action taken, or contract entered in violation of this provision. The terms "business with which he is associated," "economic interest," "family member," "immediate family," "individual with whom he is associated," "official responsibility" and "person" have the meanings provided in SC Code § 8-13-100.
- 9.7 **Illegal Immigration:** Contractor certifies and agrees that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to SC Code § 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at www.procurement.sc.gov)
- 9.8 **Drug-Free Workplace:** The Contractor certifies to the Agency that Contractor will provide a Drug-Free Workplace, as required by Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- 9.9 **False Claims:** According to the SC Code § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.
- 9.10 **Non-Indemnification:** Any term or condition is void to the extent it requires the State to indemnify anyone. It is unlawful for a person charged with disbursements of state funds appropriated by the General Assembly to exceed the amounts and purposes stated in the appropriations (SC Code § 11-9-20). It is unlawful for an authorized public officer to enter into a contract for a purpose in which the sum is in excess of the amount appropriated for that purpose. It is unlawful for an authorized public officer to divert or appropriate the funds arising from any tax levied and collected for any one fiscal year to the payment of an indebtedness contracted or incurred for a previous year. (SC Code § 11-1-40)

- 9.11 **Enforcement and Interpretation of Building Codes:** As required by SC Code § 10-1-180), OSE shall determine the enforcement and interpretation of all building codes and referenced standards on state buildings. The Contractor shall refer any questions, comments, or directives from local officials to the Agency and OSE for resolution. When the amount of the contract exceeds the construction procurement certification of the Agency, the Contractor shall not commence the Work before receiving a copy of the Building permit issued by OSE. (The Contractor may find Agency construction certification limits on Procurement Services website at <https://procurement.sc.gov/agency/audits/cert-limits>)
- 9.12 **Assignment:** The Agency and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements and obligations contained in this Contract. Neither party to the Contract shall assign the Contract as a whole, or in part, without written consent of the other and then only in accordance with and as permitted by SC Regulation 19-445.2180. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- 9.13 **Open Trade:** During the Contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code § 11-35-5300.

10. SUSPENSION OR TERMINATION

- 10.1 **Agency Right of Suspension:** The Agency may, at any time, suspend the work, in whole or in part, with or without cause for such period of time as determined by the Agency. Except in the event of suspension due to a default of the Contractor, the Contract sum will be equitably adjusted to reflect reasonable costs actually incurred by the Contractor due to delay or interruption resulting from such suspension.
- 10.2 **Agency Right of Termination:**
- 10.2.1 **Termination for Cause:** If the Contractor defaults, persistently fails or neglects to perform the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Agency shall provide written notice of such default, failure, or neglect to the Contractor. If the Contractor fails to cure such default, failure, or neglect within fifteen days from receipt of the Agency's notice, the Agency may, without prejudice to any other right or remedy the Agency may have, terminate the Contract and take possession of the area at the Site affected by the Work.
- 10.2.2 **Termination for Convenience:** The Agency may, for its convenience, terminate all or any portion of the Work, or terminate this entire Contract, by ten (10) days written notice stating the effective date of the termination. Thereafter, the Agency shall pay the Contractor for Work actually performed before the date of termination. No payments shall be made for Work not actually performed, and no payment shall be made or due for lost profits on account of Work not performed.
- 10.3 **Contractor Right of Termination:**
- 10.3.1 The Contractor may terminate the Contract if work is stopped through no fault of the Contractor, or other persons performing work either directly or indirectly for the Contractor, for a period of time exceeding 60 consecutive calendar days due to a court order or other public authority having jurisdiction; or a Declared National emergency which requires the work to be stopped.
- 10.3.2 **Agency Failure to Make Payment:** Subject to the Agency's right to withhold payments pursuant to Section 5.3.9, if the Agency fails to make payments to the Contractor as set forth in Section 5.3 and any other applicable provisions of the Contract Documents, the Contractor may, upon thirty (30) days' prior written notice to the Agency, terminate the Contract and recover from the Agency payment for all Work performed and for proven loss with respect to materials, equipment, tools, and machinery, including reasonable overhead, profit and damages applicable to the Work for the Contract Services performed through the date thereof.

AGENCY:

BY: _____
(Signature of Representative)

PRINT NAME: Schell Carson, RA

PRINT TITLE: Director- FM

DATE: _____

CONTRACTOR:

BY: _____
(Signature of Representative)

PRINT NAME: _____

PRINT TITLE: _____

DATE: _____

SE-355

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that *(Insert full name or legal title and address of Contractor)*

Name: _____

Address: _____

hereinafter referred to as "Contractor", and *(Insert full name and address of principal place of business of Surety)*

Name: _____

Address: _____

hereinafter called the "surety", are jointly and severally held and firmly bound unto *(Insert full name and address of Agency)*

Name: SC DEPT OF ADMIN - FACILITIES MANAGEMENT AND PROPERTY SERVICES

Address: 921 Main Street, Columbia, SC 29201

hereinafter referred to as "Agency", or its successors or assigns, the sum of _____ (\$ _____), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Agency to construct

State Project Name: Brown Building- 2nd Floor PRT-Director's Suite Renovation

State Project Number: D50-N060-CB

Brief Description of Awarded Work: Paint walls and replace flooring - in Director's Suite 248

in accordance with Drawings and Specifications prepared by *(Insert full name and address of A/E)*

Name: Robert Simkins, RA

Address: 915 Main Street ,Columbia, SC 29201

which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract.

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms stated herein, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

DATED this _____ **day of** _____, 2
(shall be no earlier than Date of Contract)

BOND NUMBER _____

CONTRACTOR

By: _____
(Seal)

Print Name: _____

Print Title: _____

Witness: _____

SURETY

By: _____
(Seal)

Print Name: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

(Additional Signatures, if any, appear on attached page)

SE-355**PERFORMANCE BOND****NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency for the full and faithful performance of the contract, which is incorporated herein by reference.
2. If the Contractor performs the contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. The Surety's obligation under this Bond shall arise after:
 - 3.1 The Agency has notified the Contractor and the Surety at the address described in paragraph 10 below, that the Agency is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If the Agency, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Agency's right, if any, subsequently to declare a Contractor Default; or
 - 3.2 The Agency has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract.
4. The Surety shall, within 15 days after receipt of notice of the Agency's declaration of a Contractor Default, and at the Surety's sole expense, take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Agency, to perform and complete the Contract; or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Agency for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Agency and the contractor selected with the Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the Agency the amount of damages as described in paragraph 7 in excess of the Balance of the Contract Sum incurred by the Agency resulting from the Contractor Default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and:
 - 4.4.1 After investigation, determine the amount for which it may be liable to the Agency and, within 60 days of waiving its rights under this paragraph, tender payment thereof to the Agency; or
 - 4.4.2 Deny liability in whole or in part and notify the Agency, citing the reasons therefore.
5. Provided Surety has proceeded under paragraphs 4.1, 4.2, or 4.3, the Agency shall pay the Balance of the Contract Sum to either:
 - 5.1 Surety in accordance with the terms of the Contract; or
 - 5.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
 - 5.3 The balance of the Contract Sum due either the Surety or another contractor shall be reduced by the amount of damages as described in paragraph 7.
6. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond 15 days after receipt of written notice from the Agency to the Surety demanding that the Surety perform its obligations under this Bond, and the Agency shall be entitled to enforce any remedy available to the Agency.
 - 6.1 If the Surety proceeds as provided in paragraph 4.4 and the Agency refuses the payment tendered or the Surety has denied liability, in whole or in part, then without further notice the Agency shall be entitled to enforce any remedy available to the Agency.
 - 6.2 Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the Dispute Resolution process defined in the Contract Documents and the laws of the State of South Carolina.
7. After the Agency has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Agency shall be those of the Contractor under the Contract, and the responsibilities of the Agency to the Surety shall be those of the Contractor under the Contract. To a limit of the amount of this Bond, but subject to commitment by the Agency of the Balance of the Contract Sum to mitigation of costs and damages on the Contract, the Surety is obligated to the Agency without duplication for:
 - 7.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract; and
 - 7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 7.3 Damages awarded pursuant to the Dispute Resolution Provisions of the Contract. Surety may join in any Dispute Resolution proceeding brought under the Contract and shall be bound by the results thereof; and
 - 7.4 Liquidated Damages, or if no Liquidated Damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. The Surety shall not be liable to the Agency or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Sum shall not be reduced or set-off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Agency or its heirs, executors, administrators, or successors.
9. The Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders and other obligations.
10. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. Definitions
 - 11.1 Balance of the Contract Sum: The total amount payable by the Agency to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts to be received by the Agency in settlement of insurance or other Claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 11.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform the Contract or otherwise to comply with the terms of the Contract.

SE-357

LABOR & MATERIAL PAYMENT BONDKNOW ALL MEN BY THESE PRESENTS, that *(Insert full name or legal title and address of Contractor)*

Name: _____

Address: _____

hereinafter referred to as "Contractor", and *(Insert full name and address of principal place of business of Surety)*

Name: _____

Address: _____

hereinafter called the "surety", are jointly and severally held and firmly bound unto *(Insert full name and address of Agency)*Name: SC DEPT OF ADMIN - FACILITIES MANAGEMENT AND PROPERTY SERVICESAddress: 921 Main Street, Columbia, SC 29201

hereinafter referred to as "Agency", or its successors or assigns, the sum of _____ (\$ _____), being the sum of the Bond to which payment to be well and truly made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Agency to construct

State Project Name: Brown Building- 2nd Floor PRT-Director's Suite RenovationState Project Number: D50-N060-CBBrief Description of Awarded Work: Paint walls and replace flooring in Director's Suite 248in accordance with Drawings and Specifications prepared by *(Insert full name and address of A/E)*Name: Robert Simkins, RAAddress: 915 Main Street, Columbia, SC 29201

which agreement is by reference made a part hereof, and is hereinafter referred to as the Contract.

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms stated herein, do each cause this Labor & Material Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative,

DATED this _____ day of _____, 20____ BOND NUMBER _____
(shall be no earlier than Date of Contract)

CONTRACTOR

By: _____
 (Seal)

Print Name: _____

Print Title: _____

Witness: _____

SURETY

By: _____
 (Seal)

Print Name: _____

Print Title: _____
(Attach Power of Attorney)

Witness: _____

(Additional Signatures, if any, appear on attached page)

SE-357**LABOR & MATERIAL PAYMENT BOND****NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Agency to pay for all labor, materials and equipment required for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the Agency, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds harmless the Agency from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. With respect to Claimants, and subject to the provisions of Title 29, Chapter 5 and the provisions of §11-35-3030(2)(c) of the SC Code of Laws, as amended, the Surety's obligation under this Bond shall arise as follows:
 - 4.1 Every person who has furnished labor, material or rental equipment to the Contractor or its subcontractors for the work specified in the Contract, and who has not been paid in full therefore before the expiration of a period of ninety (90) days after the date on which the last of the labor was done or performed by him or material or rental equipment was furnished or supplied by him for which such claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due him.
 - 4.2 A remote claimant shall have a right of action on the payment bond upon giving written notice by certified or registered mail to the Contractor within ninety (90) days from the date on which such person did or performed the last of the labor or furnished or supplied the last of the material or rental equipment upon which such claim is made.
 - 4.3 Every suit instituted upon a payment bond shall be brought in a court of competent jurisdiction for the county or circuit in which the construction contract was to be performed, but no such suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material or rental equipment was supplied by the person bringing suit.
5. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 5.1 Send an answer to the Claimant, with a copy to the Agency, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 5.2 Pay or arrange for payment of any undisputed amounts.
 - 5.3 The Surety's failure to discharge its obligations under this paragraph 5 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this paragraph 5, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.
6. Amounts owed by the Agency to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Agency accepting this Bond, they agree that all funds earned by the contractor in the performance of the Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Agency's prior right to use the funds for the completion of the Work.
7. The Surety shall not be liable to the Agency, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Agency shall not be liable for payment of any costs or expenses of any claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
9. Notice to the Surety, the Agency or the Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the Agency or the contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
10. By the Contractor furnishing and the Agency accepting this Bond, they agree that this Bond has been furnished to comply with the statutory requirements of the South Carolina Code of Laws, as amended, and further, that any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
11. Upon request of any person or entity appearing to be a potential beneficiary of this bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
12. Any dispute, suit, action or proceeding arising out of or relating to this Bond shall be governed by the laws of the State of South Carolina.
- 13. DEFINITIONS**
 - 13.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien might otherwise be asserted.
 - 13.2 Remote Claimant: A person having a direct contractual relationship with a subcontractor of the Contractor or subcontractor, but no contractual relationship expressed or implied with the Contractor.
 - 13.3 Contract: The agreement between the Agency and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

SE-380

CHANGE ORDER NO.: 1**CHANGE ORDER TO DESIGN-BID-BUILD CONSTRUCTION CONTRACT**AGENCY: SC Dept. of Administration - Division of Facilities Management & Property ServicesPROJECT NAME: Brown Building- 2nd Floor PRT-Director's Suite RenovationPROJECT NUMBER: D50-N060-CB

CONTRACTOR: _____ CONTRACT DATE: _____

This Contract is changed as follows: *(Insert description of change in space provided below)***ADJUSTMENTS IN THE CONTRACT SUM:**

1. Original Contract Sum:		\$
2. Change in Contract Sum by previously approved Change Orders:		
3. Contract Sum prior to this Change Order		\$ 0.00
4. Amount of this Change Order:		
5. New Contract Sum, including this Change Order:		\$ 0.00

ADJUSTMENTS IN THE CONTRACT TIME:

1. Original Substantial Completion Date:		
2. Sum of previously approved increases and decreases in Days:		Days
3. Change in Days for this Change Order		Days
4. Total Number of Days added to this Contract including this Change Order		0 Days
5. New Substantial Completion Date:		

CONTRACTOR ACCEPTANCE:BY: _____ Date: _____
(Signature of Representative)

Print Name of Representative: _____

A/E RECOMMENDATION FOR ACCEPTANCE:BY: _____ Date: _____
(Signature of Representative)Print Name of Representative: Robert SImkins,RA**AGENCY ACCEPTANCE AND CERTIFICATION:**

I certify that the Agency has authorized, unencumbered funds available for obligation to this contract.

BY: _____ Date: _____
(Signature of Representative)

Print Name of Representative: _____

Change is within Agency Construction Contract Change Order Certification of: \$ _____ Yes ☐ No ☒APPROVED BY: _____ DATE: _____
(OSE Project Manager)**SUBMIT THE FOLLOWING TO OSE**

1. SE-380, fully completed and signed by the Contractor, A/E and Agency;
2. Detailed back-up information, with OH&P shown, from the Contractor/Subcontractor(s) that justifies the costs and schedule changes shown.
3. If any item exceeds Agency certification, OSE will approved the SE-380 and return to Agency.

GENERAL SCOPE OF WORK NOTES:

Director's Suite 248 work:

Work includes painting(walls doors), replacing flooring & base and replace existing outlet cover plates

1. General Painting notes:

Base bid - Painting: Repair wallpaper (glue any loose wallpaper back to wall) Prep and Paint walls and wallpaper - Paint 1 prime coat and 2 finish coats on walls/wallpaper and all door and frames. Contractor shall use Low VOC paint in the paints specified. Client will verify paint colors with contractor before any painting begins. Contractor to provide samples of paint for approval before starting construction. Paint all doors on both sides. Patch and Paint misc. wall holes from removed old data lines.

Alternate 1 - Painting: Remove existing wallpaper, remove all glue/adhesive on wall behind wallpaper, prep/patch/repair existing minor damaged sheetrock , prep walls to a smooth/level finish (Level 1 finish required on walls) before paint application in each space (fill, caulk, sand cracks, gaps as necessary for smooth finish) Prep walls and Paint 1 prime coat and 2 finish coats on walls and all door frames. Contractor shall use Low VOC paint in selected paints specified. Client will verify paint colors with contractor before any painting begins. Contractor to provide samples of flooring and paint for approval before starting construction. Paint all doors – both sides. Patch and Paint misc. wall holes from removed old data lines.

Painting Colors:

Door Paint Color – Sherwin Williams:

Door frames- (semi-gloss) Extra White SW 7006

Door Frame Paint Color – Sherwin Williams:

Door frames- (semi-gloss- oil based) Extra White SW-7006

Wall Paint Color – Sherwin Williams:

Walls-(semi-gloss) Extra White SW 7006

- 2. General Flooring notes:** Demolish existing flooring and base. Clean all debris and prep for new flooring and base in each space. Install all new flooring and base per MFG. installation requirements. Contractor is responsible for **any material abatement** required for the work to be done.
- 3.** Contractor shall provide \$3000 abatement allowance in your bid price.

Contractor shall use an abatement Company Licensed in the State of SC for all abatement.

New Flooring Type:

Flooring- Carpet – Mustard Style – Payout#7948 Color #48904, 100% Universal Fibers,

D50-N060-CB, GS-5510- Brown Building- Director's Suite upfit
Feb. 25, 2021

4. **New electrical outlet Cover plates** - Remove existing switch/outlet cover plates and replace with new switch/outlet cover plates(white). Replace approximately 16 outlet covers plates in this suite.

GENERAL PROJECT NOTES:

1. All Furniture will be moved by Contractor as needed to access areas to be painted and/or flooring areas to be replaced. Client will coordinate moving any computers and/or personal items in areas to be painted. Contractor shall cover all existing items in spaces to be painted with a tarp, until painting is completed and return furniture to pre-construction location. Contractor shall cover existing flooring for protection as needed to do work. Contractor is responsible for any damage to flooring in areas of work. Paint Manufacturers for project shall be Sherwin Williams-pro classic or equal quality MFG. (if client approves other MFG color match) Contractor shall leave 1 gallon of each color of paint for client stock for future paint touch-up.
2. Contractor shall Field verify existing conditions of all areas to be painted. Contractor shall smooth out areas as needed for consistent paint finish.
3. Contractor shall coordinate work with Department of Administration for access to areas to be painted. Quote should include multiple trips as needed to accomplish work with least disruption to client. All Work done during regular working hours: 8AM -5PM, Monday-Friday
4. The Owner's Project Manager/Coordinator: Robert Simkins 803-734-0148(o), 803-413-0642 (c), robert.simkins@admin.sc.gov.
5. Construction and installation of all components/materials shall comply with all codes in effect for South Carolina. For a listing of these codes visit https://up.codes/codes/south_carolina.com .
6. The Contractor and the Contractor's Sub-Contractors and/or Vendors shall comply with all Safety Guidelines of the South Carolina Department of Administration visit: <https://www.admin.sc.gov/facilities/safety> for a complete listing and information.
7. Safety Data Sheets on all materials used in the completion of the project shall be on the job site in a three-ring notebook. Copies of the safety data sheets shall be given to the Owner's Agency Coordinator.
8. At closeout, Contractor shall provide to the Owner a notarized letter on company letterhead, signed by the individual in responsible charge of the work of this contract, certifying that NO asbestos-containing materials were incorporated into the work of this project. This letter must accompany the Contractor's application for final payment.
9. Contractor shall coordinate with Dept. of Admin. before any project work begins so we can schedule the building fire detection and alarm system to be put on test during the construction so as not to cause a false fire alarm activation. Please contact Robert Simkins 803-413-0642 (c). – robert.simkins@admin.sc.gov
10. Storage of materials: The Contractor shall not store any materials or equipment for this project inside the building, unless authorized specifically by Dept. of Admin. The

D50-N060-CB, GS-5510- Brown Building- Director's Suite upfit
Feb. 25, 2021

Contractor shall be responsible for the coordination, with the Owner, of his material deliveries and installations 72 hours prior to their occurrence. No flammable or otherwise hazardous materials shall be stored within the confines of this building or site.

11. **NORMAL WORKING HOURS:** all work must be performed between the hours of 8:00am and 5:00pm Monday through Friday, "Normal Work Hours". Requests made by the Contractor to perform the work or any portion thereof of this Delivery Order outside of "Normal Work Hours" shall be submitted in writing (e-mail) and subsequently approved by the Owner in writing (e-mail) 72 hours prior to proceeding with any work outside of "Normal Work Hours". If the Contractor has any reason to believe that the work of this project or a portion of the work can only be performed safely outside of "Normal Work Hours" the contractor shall make allowance in his bid. Contractor shall make reasonable allowance for this eventuality in his bid. Contractor will not be allowed to work during State Holidays.
12. **CLEAN UP:** At the end of each work day, the Contractor shall have the area of work cleaned. Contractor shall provide all necessary material and equipment for cleanup. Owner's equipment shall not be used by the contractor for any portion of the work. The contractor shall take ownership of all demolished items/debris and shall remove all such items from site and dispose of such items in accordance with all local, state and federal regulations.
13. **WARRANTIES AND GUARANTEES:** Provide Contractor's standard one (1) year warranty for all materials and installation, along with all extended warranties if required elsewhere in these documents including those assigned to specific materials and equipment.
14. Awarded contractor must furnish all labor, materials, equipment, tools, supplies and supervision to fully complete the project. Contractor shall follow all manufacturer specifications for every aspect of the work involved and installation shall meet or exceed all requirements for the application for which it is being installed. Contractor is responsible for verifying all dimensions and quantities prior to submission of quote.
15. Any preparatory requirements not listed that should be reasonably anticipated by the Contractor are to be included as a part of the scope of work.

Contract Documents:

Scope of Work Document (SOW-This Document).

Project Manual: Table of Contents

SE-311 Invitation Form
SE-331 Quote Form
SE-377 - Minor construction contract
SE-355 - Performance bond
SE-357 - Labor and Materials Bond
SE-380 - Change Order to Construction Contract

Floor plan – showing work area
Asbestos report

Contractor License Requirements:

General Construction License with Interior Renovation classification

**D50-N060-CB, GS-5510- Brown Building- Director's Suite upfit
Feb. 25, 2021**

Contract Time and Liquidated Damages:

The work of this project shall be

Substantially Complete by 75 total days from notice to proceed date and issuance of PO.

Liquidated Damages in the amount of **\$100.00 per day** will be assessed for failure to complete the work by the agreed upon date of substantial completion. The date of commencement shall be the date the State of South Carolina Purchase Order is received by the Contractor. Failure to commence actual work of the Construction Services Delivery Order within seven (7) days from the Date of Commencement will entitle the Agency to consider the Contractor non-responsible. In this event, the Agency may withdraw the Construction Services Delivery Order and terminate the contract.

Insurance and Bonds Requirements shall be per:

The South Carolina Consolidated Procurement Code

Contractor shall include all bond costs in base quote.

Quote Under \$50,000 – no bid bonds required

Quote over \$50,000 - include Bid Bond, Performance Bond and Labor and Materials Bond.

Payment:

Contractor shall submit invoices for payment with Purchase Order number on Invoice submittal. Contractor shall use AIA G702 application and certificate for payment form for invoices.

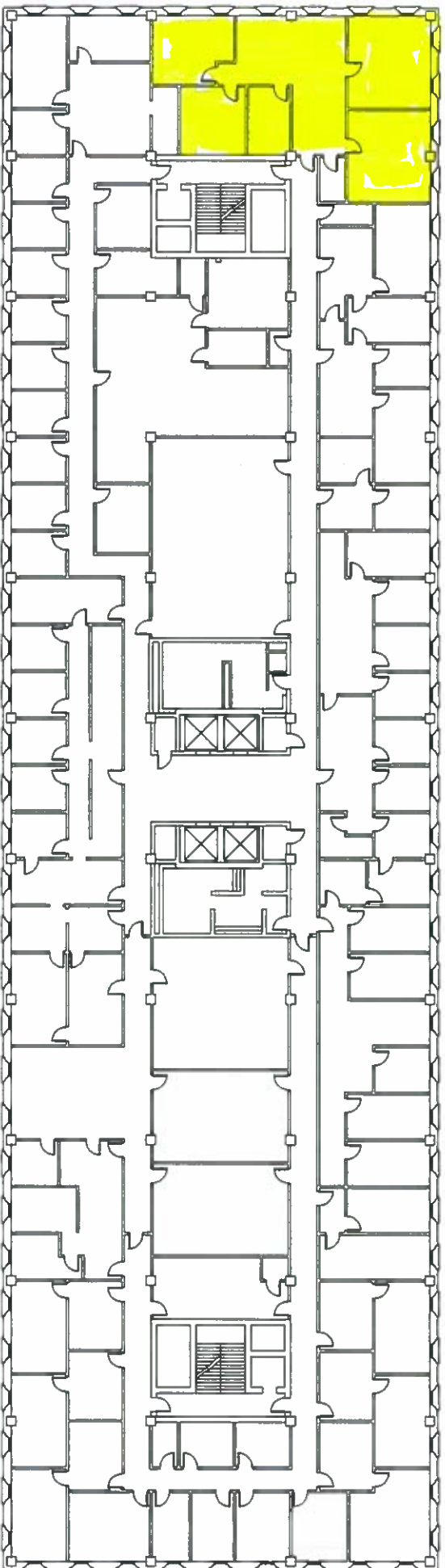
Copy of invoice to be sent to project manager: robert.simkins@admin.sc.gov

Quotes:

Quotes shall be submitted on the **SE-331 Quote Form** included herein.

Quotes are due on or before the date and time listed on the **SE-311 Invitation Form**.

Please e-mail the completed **SE-331 Quote Form (in PDF format only)** to quotes@admin.sc.gov so that date and time of receipt are accurately recorded. The Form includes a space for a Lump Sum All Inclusive Price.



UPDATE 07-13-2017



Brown Building- 2nd Floor PRT-Director's Suite Renovation

Limited Asbestos Survey

RE: Brown Building Suite 248

1205 Pendleton St

Columbia, SC

WO# 290024078

On December 17, 2020 Rhonda Aikins conducted a limited asbestos survey on the 2nd floor Suite 248 of the Brown Building. A total of 6 samples were taken.

The samples were sent, same day to SAI Labs in North Carolina for analysis. The labs findings are as follows:

Sample ID	Material Description	Material Location	Friable / Non-Friable	Condition	ACM% and Type
FT-01	Floor tile	248-C	Non-Friable	Good	6% Chrysotile
TM-02-A	Mastic 1	248-C	Non-Friable	Good	None Detected
TM-02-B	Mastic 2	248-C	Non-Friable	Good	8% Chrysotile
FT-03	Floor tile	248 Lobby	Non-Friable	Good	Not Analyzed Positive Stop
TM-04-A	Mastic 1	248 Lobby	Non-Friable	Good	None Detected
TM-04-B	Mastic 2	248 Lobby	Non-Friable	Good	Not Analyzed Positive Stop
FT-05	Floor tile	248-D	Non-Friable	Good	Not Analyzed Positive Stop
TM-06-A	Mastic TEM	248-D	Non-Friable	Good	Not Analyzed Positive Stop
TM-06-B	Mastic	248-D	Non-Friable	Good	Not Analyzed Positive Stop

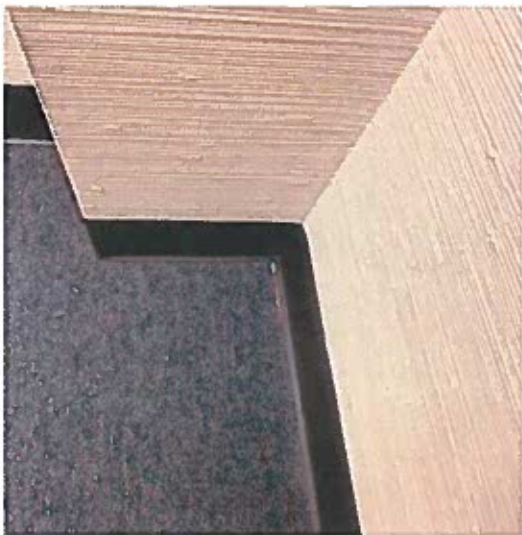
PICS, Floor Plans & Analytical:



Suite 248



248-C FT-01 & TM-02

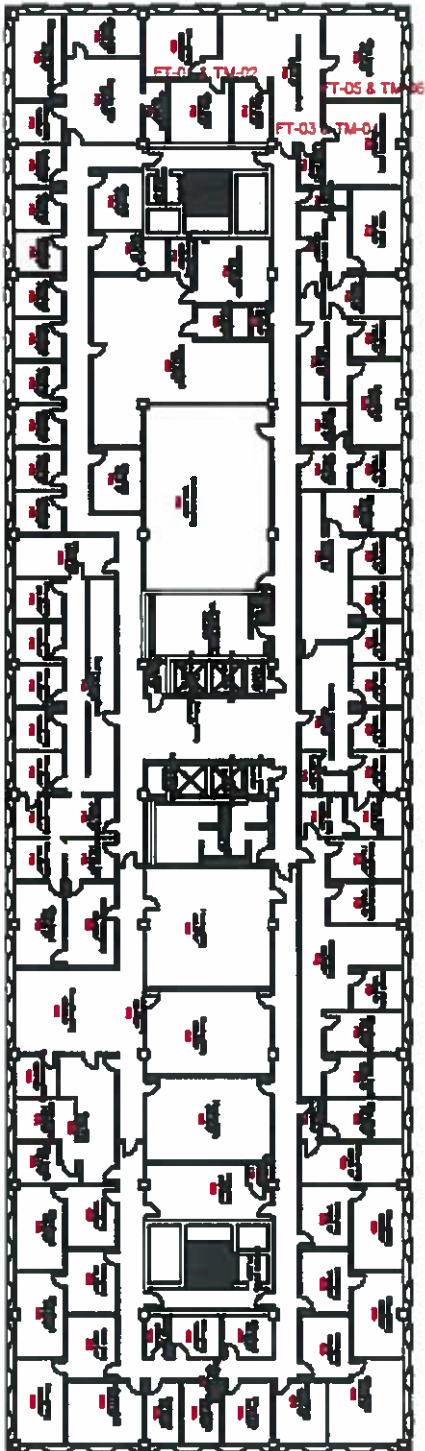


Lobby FT-03 & TM-04



248-D FT-05 & TM-06

BROWN BUILDING - Second Floor (02)





Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/4-91/116 and 40 CFR, Part 763, Subpart E, App E



Customer: SC Dept of Administration
921 Main Street
Columbia, SC 29201

Attn: Rhonda Atkins

Lab Order ID: 71957141

Analysis ID: 71957141_PLM

Date Received: 1/4/2021

Date Reported: 1/7/2021

Project: Brown Bldg Ste. 248

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
FT-01	Floor tile 248-C	6% Chrysotile		94% Other	White Non Fibrous Homogeneous
71957141PLM_1					Dissolved
TM-02 - A	Mastic 248-C	None Detected		100% Other	Yellow Non Fibrous Homogeneous
71957141PLM_2	mastic 1				Dissolved
TM-02 - B	Mastic 248-C	8% Chrysotile		92% Other	Black Non Fibrous Homogeneous
71957141PLM_7	mastic 2				Dissolved
FT-03	Floor tile 248-Lobby	Not Analyzed			
71957141PLM_3					
TM-04 - A	Mastic 248-Lobby	None Detected		100% Other	Yellow Non Fibrous Homogeneous
71957141PLM_4	mastic 1				Dissolved
TM-04 - B	Mastic 248-Lobby	Not Analyzed			
71957141PLM_8	mastic 2				
FT-05	Floor tile 248-D	Not Analyzed			
71957141PLM_5					
TM-06 - A	Mastic 248-D	Not Analyzed			
71957141PLM_6	mastic 1 - TEM				

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of these sites, vermiculite, and/or homogeneous cell samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Analytical uncertainty available upon request. Scientific Analytical Institute participates in the NVLAP Proficiency Testing program. Unless otherwise noted blank sample correction was not performed. Estimated MDL is 0.1%.

Byron Siroble (9)

Analyst

Byron Siroble
Approved Signature

0-0-001 (11/16/20)

Scientific Analytical Institute, Inc. 4884 Douders Dr. Greensboro, NC 27407 (336) 292-3858

Page 1 of 2



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/4-93/116 and 40 CFR, Part 763, Subpart E,
App. E



Customer: SC Dept of Administration
921 Main Street
Columbia, SC 29201

Attn: Rhonda Atkins

Lab Order ID: 71957141
Analysis ID: 71957141_PLM
Date Received: 1/4/2021
Date Reported: 1/7/2021

Project: Brown Bldg Sta. 248

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
TM-06 - B	Mastic 248-D	Not Analyzed			
71957141PLM_9					

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that samples of this size, composition, and/or heterogeneity will samples be analyzed by TEM for confirmation of "trace detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to state product endorsement by NVLAP or any other agency of the U.S. government. Analytical uncertainty available upon request. Scientific Analytical Institute participates in the NVLAP Proficiency Testing program. Unless otherwise noted, blank sample correction was not performed. Reference MSL is 0.1%.

Byron Siroble (9)

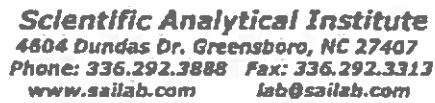
Analysis

Approved Signatory

0-9-001-01 1-10-2018

Scientific Analytical Institute, Inc. 4604 Dundas Dr. Greensboro, NC 27407 (336) 292-3333

Page 2 of 2



Lab Use Only: 71957141
Lab Order ID: _____
Client Code: _____

Asbestos Test Types	
PLM EPA 600/8-93/116 (PLM)	<input checked="" type="checkbox"/>
Passive ramp	<input checked="" type="checkbox"/>
PLM Point Count 400 (PT4)	<input type="checkbox"/>
PLM Point Count 1000 (PTM)	<input type="checkbox"/>
PLM NIOSH 7400 A Rules (PCMO)	<input type="checkbox"/>
B Rules (PLM) <input type="checkbox"/>	TWA (PTA) <input type="checkbox"/>
TEM AHERA (ALHE)	<input type="checkbox"/>
TEM Level II (LII)	<input type="checkbox"/>
TEM NIOSH 7402 (TNI)	<input type="checkbox"/>
TEM Bulk Qualitative (TBL)	<input type="checkbox"/>
TEM Bulk Characteristic (TDS)	<input checked="" type="checkbox"/>
TEM Bulk Quantitative (TBQ)	<input checked="" type="checkbox"/>
PLM Wipe ASTM D6410 05	<input type="checkbox"/>
PLM Membrane ANIM 125755-02	<input type="checkbox"/>
PLM Water EPA 100.2 (TW.)	<input type="checkbox"/>
Other:	

PO Number: 290024078
Project Name/Number: Brown Bldg St. 248

Sample ID #	Description/Location	Volume/Area	Comments
FT-01	Floortile, Z48-C		
TM-02	Mastic, Z48-G		
FT-03	Floortile, Z48-Lobby		
TM-04	mastic, Z48-Lobby		
FT-05	Floortile, Z48-D		TEM
TM-06	Mastic, Z48-D		TEM
			Accepted
			Rejected

Relinquished by	Date/Time	Received by	Date/Time
<i>Shonda Nelson</i>	12/17/2000	<i>C. L.</i>	12/14/00 10:30 AM

+ Please email results:
rhonda.cikins@admin.sc.gov
Sherman.Benjamin@admin.sc.gov

DO NOT INCLUDE THIS PAGE IN THE PROJECT DOCUMENTS**SE-311****INVITATION FOR MINOR CONSTRUCTION QUOTES****ENTIRE FORM MUST BE COMPLETED PRIOR TO ADVERTISING PROJECT FOR QUOTES****PROJECT NAME:** BROWN BLDG - 2ND FLOOR PRT DIRECTOR'S SUITE RENOVATION**PROJECT NUMBER:** D50-N060, GS-5510**1. BUDGET****Total Approved Project Funding:** \$ 65,923.00**Construction Budget for this Contract:** \$ 45,269.00 **Final Estimate of Construction Cost:** \$ 45,269.00*(The Final Estimate of Construction Cost cannot be greater than the Agency's Construction Budget for this Project.)***2. FLOOD HAZARD (Provide ALL of the following information for ALL projects, even if not in a flood hazard zone)****Flood Map Information:** **Flood Zone:** NA *(A Floodplain Permit is required for A and V Zones)***Community Number:** _____ **Panel Number:** _____**Is the Project Site in a 100-Year Flood Plain?** Yes ☐ No ☒**3. STATUS OF PERMITS AND APPROVALS REQUIRED PRIOR TO BID ADVERTISEMENT***(Copies of all Permits and Approvals MUST be attached prior to advertisement.)***FLOODPLAIN (OSE approval required, not subject to certification):** NA**DHEC (List Individual Permits and/or Approvals):** NA**Status of Each Permit/Approval:** _____**SCDOT:** NA**Status of Each Permit/Approval:** _____**ZONING (Include Name of Local Authority):** NA**Status of Permit/Approval:** _____**OTHER (List Separately):** _____**Status of Each Permit/Approval:** _____**4. EROSION AND SEDIMENT CONTROL****All Land Disturbing Activity associated with this project shall be performed pursuant to the Contract Documents.****AGENCY CERTIFICATION:****I hereby certify that all of the information on this SE-311 is true and accurate and that the Agency has authorized, unencumbered funds available for obligation to a contract for the project to be advertised.****BY:** _____*(Signature of Agency Project Coordinator)***DATE:** 3-03-21**PRINT NAME:** Robert Simkins, RA**TITLE:** Project Manager**INSTRUCTIONS TO THE AGENCY WITH BASIC AUTHORITY OF \$50,000:**

1. Submit a copy of Page 1 of the completed SE-311 to the OSE Project Manager in MS Word format.
2. Submit a copy of Page 2 of the completed SE-311 signed and dated by the Agency.
3. Attach a copy of all permits and approvals listed in Section 5 of Page 2.
4. OSE Project Manager will review and send approved copy of Page 1 to SCBO and the Agency.
5. The signed copy of Page 1 MUST be included in the Project Documents.

INSTRUCTIONS TO THE AGENCY WITH CERTIFICATION OF \$100,000 OR GREATER:

1. Send Page 1 of the completed SE-311 to contractors as the written request for quotes.
2. If advertising in SCBO, a link to Page 1 must be provided in the project description when creating the advertisement online.
3. Include Page 2 of the completed SE-311 in the project file with a copy of all permits and approvals listed in Section 5 above.